## AAA Fuel and Service, Inc.

1007 Route 28, Kingston, NY 12401 845-338-5626 <u>www.aaafuelandservice.com</u> SERVICE HOURS 7AM-3:30PM / OFFICE HOURS 8AM-4:30PM

#### HEATING / A/C / INSTALLATIONS / REPAIR / CLEANING & SERVICE / PLUMBING

# ANNUAL SERVICE CONTRACT FOR OIL, PROPANE AND NATURAL GAS HEATERS

ANNUAL CLEANING AND SERVICE OF RESIDENTIAL HEATING EQUIPMENT WHICH INCLUDES VACUUMING OF HEAT EXCHANGER, FLUE PASSAGES AND SMOKE PIPE; REPLACEMENT OF NOZZLE, OIL FILTER ELEMENT AND FUEL PUMP STRAINER; CLEANING AND ADJUSTMENT OF DRAW ASSEMBLY; ADJUSTMENT OF BURNER AND CHECK OPERATION OF CONTROLS.

## DISCOUNTS AVAILABLE THROUGH PURCHASE OF THIS CONTRACT INCLUDE THE FOLLOWING:

- \* 15% OFF OUR REGULAR LABOR RATE.
- \* 15% OFF ALL PARTS.
- \* AFTER HOUR EMERGENCY CALLS WILL BE BILLED AT OUR REGULAR DAY RATE.
- \* \$100.00 OFF ON BOILER OR FURNACE REPLACEMENT
- \* \$50.00 OFF ON NEW BURNER OR OIL TANK REPLACEMENT

## \*\*\*\*\***SERVICE CONTRACT**\*\*\*\*\* **\$209.95** PLUS TAX

# \*\*\*\*\*\*\*OIL FIRED HOT WATER HEATER CONTRACT\*\*\*\*\* \$90.00 PLUS TAX

***S	SEE REVERSE SIDE OF CO	INTRACT FOR TERMS	AND CONDITIONS	S***

### ANNUAL OIL BURNER SERVICE CONTRACT <u>ITE</u>M PRICE QTY TOTAL \$209.95 \_\_\_\_\_ Name:\_\_\_ Heating Service Contract \$90.00 \_\_\_\_\_ Service Address:\_\_\_\_ Water Heater Contract City, State Zip: Phone: Email Address: \_\_\_ Subtotal \_\_\_\_\_\_ I have read and agree to all terms and conditions. PLEASE ADD 8% NYS SALES TAX \_\_\_\_\_ Signature:\_\_\_\_\_ **Total** Date:

## CONDITIONS OF SERVICE CONTRACT BETWEEN BUYER AND SELLER

- The contract will take effect only after all equipment has been inspected by the seller and the contract has been approved and signed by the buyer.
- The contract will be billed to the buyer upon receipt of the signed contract and again annually until the seller is notified otherwise.
- Buyer is solely responsible for compliance with all applicable laws, including, but not limited to, all spill
  notification requirements imposed by any governmental authority. Buyer warrants that its oil tank is
  vented and installed in accordance with current fire underwriter's standards. Buyer agrees to
  indemnify and hold seller harmless from and against any damage caused from a violation of law or
  improper installation of the oil burner, its venting or piping.
- This contract is non-refundable and non-transferable.
- Prices of the annual service plan renewal are subject to change.
- Prevailing rates for material and labor will be charged to the buyer for any work, performed by the seller, which is not specifically indicated in this contract.
- Some items not covered by this contract include, but are not limited to, the following: repair of water leaks on domestic or heating pipes, fuel lines and tanks, frozen oil lines or oil tanks, water or other foreign matter disposed of from oil tanks, lack of oil, due to conditions beyond seller's control, air conditioners, and humidifiers.
- Equipment automatically excluded from this contract include G.E., Jet Heat, Yukon, Blue Ray, Timken, Iron Fireman and multi-fueled units.
- Non-emergency nights are not covered by this contract and will be billed at prevailing rates.
- Buyer agrees not to hold seller responsible for replacing or repairing parts damaged by water, acts of God, accidents, tampering, abuse or neglect.
- This contract is void if buyer permits any person, not authorized by seller, to service their equipment
  or if buyer is past due on monies due to seller. Performance, under this agreement, may be
  discontinued at any time by the seller if working conditions are found to be hazardous or unsanitary.
- It is the buyer's responsibility to contact seller to arrange for annual burner cleaning and service, if needed. Buyer will not hold seller responsible of damages due or resulting in failure to schedule maintenance, abuse or misuse of equipment, change in fuel consumption.
- Service contract does not include, and seller is not responsible for, any chimney cleaning or repairs, replacement of, or work on chimneys, nor for damage resulting from malfunction of chimneys.
- Buyer agrees not to hold seller responsible for any damage caused due to failure of the burner or
  equipment. Seller is not responsible or liable for damages resulting from delays to perform service or
  supply parts caused by acts of God, war, fire, strikes, transportation difficulties, or resulting from any
  cause not reasonably within seller's control. Under no circumstances shall seller be liable for
  consequential or incidental damages or loss of profits. Seller's damages shall not exceed the
  contract price.
- Buyer is responsible for damage caused by insufficient fuel in oil tank, failure of automatic delivery due to homeowner using supplemental heating or a change in living condition without notification.
- Vacant and/or unoccupied premises shall not be covered under this service contract. The buyer's fuel
  storage tank and fuel lines are not covered for maintenance, repair or replacement. Seller is not liable
  for any damage caused by boiler or heating system or for any service performed on a customer's oil
  burner if the damage occurs during a period of time when the residence or building is vacant,
  unoccupied or unattended.
- Seller will not be responsible for any conditions caused by the result of heating system breakdown, except to repair mechanical parts on the heating unit.
- Buyer will not hold seller responsible for any discharge of oil other than a discharge directly caused by an act of the seller. Including discharges from leaking pipes or tanks.
- Heating oil must be solely purchased from AAA Fuel & Service for duration of service contract if this
  contract is being used with an oil fired heater.

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